

## Exhibit 40

JAN002135

Viatical Settlement Contract

This Viatical Settlement agreement is made and entered into this 31 day of August, 19 99 by Britannia Holdings Limited of 3471 North Federal Hwy, Suite 506, Ft. Lauderdale, Florida 33306, (hereinafter referred to as Provider), between Britannia Holdings Limited of PO Box 556 Mainstreet Charlestown, Nevis West Indies, (hereinafter referred to as purchaser), and Kelly Couch of 6238 Del Mar Avenue, Atlanta, Georgia 33312 (hereinafter referred to as Viator).

Witnesseth

WHEREAS, Purchaser, has agreed to purchase from Viator a certain life insurance policy on the life of Viator issued by The Midland Life Insurance Company, the same being policy number Z13041 (the "policy") for the sum of \$20,000 (the "Purchase Price"), and

WHEREAS, The parties desire for Britannia Holdings Limited / Paine Weber / Bank of New York to hold the funds representing the Purchase Price in escrow, on the terms and conditions hereinafter set forth.

NOW, THEREFORE in consideration of the mutual covenants any agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

Terms and Conditions

1. **Delivery:** Simultaneously with the execution of this agreement, Viator shall deliver to Provider an assignment of the Policy in favor of Purchaser and Purchaser shall deliver to Provider / Paine Webber / Bank of New York funds in the amount of the Purchase Price. Provider shall hold the policy and the funds representing the Purchase Price in accordance with the terms of this Agreement.
2. **Assignment Notification:** Upon receipt of the assignment of the policy in favor of Purchaser, Provider shall forward such assignment to the insurance carrier, which issued the policy, and shall request from such insurance carrier an acceptance of the assignment of the policy. Upon receipt of such acceptance of assignment, Provider shall promptly deliver the funds representing the Purchase Price to Viator.
3. **Agent:** In the event Purchaser does not receive an acceptance of assignment from the insurance carrier within thirty (30) days from the date of this Agreement, then Provider shall give written notice of such fact to Viator *via certified mail, return receipt requested*.
4. **Secondary Attempt:** Thereafter, Provider and Viator shall contact the insurance carrier and attempt to make arrangements to obtain acceptance of the assignment of the policy from the insurance carrier.
5. **Return Delivery of Funds:** In the event such acceptance cannot be obtained within that additional period of time not to exceed fourteen (14) days from receipt of aforementioned notice from Provider, then Provider shall *return* deliver transferred funds for the designated policy to Purchaser from escrow.
6. **Completed Assignment:** Upon Viator's and Provider's receipt of such assignment, Provider shall deliver the funds representing the Purchase Price to Viator.
7. **Release of Liability:** In performing its duties hereunder, Provider and Escrow Agent shall not incur any liability to Viator or to Purchaser for any damages, losses or expenses which either party may sustain or incur, unless the same is a direct result of the negligence of intentional misconduct of Provider and Escrow Agent. Provider and Escrow Agent shall be protected in any action taken or omitted in good faith upon the advice of its legal counsel given with respect to the duties and responsibilities of Provider and Escrow Agent hereunder. Provider and Escrow Agent shall be entitled to rely on any document or instrument, including any written notice or instruction provided

Viator's Initials: KDC

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**PLAINTIFF'S  
EXHIBIT**

tabbies

P-4

JAN002136

## Terms and Conditions continued

for in this agreement, which Provider and Escrow Agent in good faith believes to be genuine or to have been signed or presented by a proper person or persons in accordance with this agreement. Purchaser and Viator each hereby agree to indemnify and hold harmless Provider and Escrow Agent from and against all losses, claims, damages, liabilities and expenses which it may sustain or incur hereunder, including, without limitation, reasonable attorney fees, which may be imposed upon, Provider and Escrow Agent incur in connection with the performance of its duties hereunder.

**8. Advice Direction:** Any notice required or permitted to be given hereunder shall be in writing, and shall be deemed to have been duly given if sent by certified mail, return receipt requested, postage prepaid, addressed as follows.

If to Viator: Kelly Couch



If to Purchaser: Britannia Holdings Limited  
3471 North Federal Highway  
Suite 506  
Ft. Lauderdale, Florida 33306  
954-561-7778

**9. Notice Received:** Any notice mailed as provided herein shall be deemed received by the party to whom it is addressed on the date of mailing. The foregoing shall not preclude any other method of giving notice.

**10. Miscellaneous:** This agreement represents the entire agreement between the parties with respect to the subject matter hereof, and may not be modified or amended except by a written instrument signed by all of the parties hereunto. This agreement has been made and entered into in the State of Florida and shall be construed and enforced in accordance with Florida laws. This agreement may be executed in any number of counterparts, each of which shall constitute an original. With this agreement between Provider, Purchaser and Viator, all of the following applies:

- A. **Binding Effect:** This Agreement shall be binding upon and shall insure to the benefit of and shall be enforceable by the parties hereto and their respective executors, administrators, heirs, personal representatives.
- B. **Assignment:** Neither party shall assign any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other.
- C. **Entire Agreement:** This Agreement constitutes and contains the complete and final agreement between the parties. All prior negotiations, discussions and representations are merged into the Agreement. Each party acknowledges that, except as expressly set forth herein, no representations of any kind or character have been made to it by any other party, or by any party's agents, representatives or attorney, to induce the execution to the Agreement.
- D. **Amendments:** No Agreements or other understandings in any way purporting to modify the terms and conditions set forth herein shall be binding upon the parties unless the same shall be in writing and duly executed by all the parties on or subsequent to the date of this Agreement.
- E. **Waiver if Breach:** The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach of the same or different provisions by such other party.
- F. **Governing Law:** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, and in the event of any litigation between any of the parties pertaining to this agreement the venue shall be Georgia.
- G. **Headings:** The headings contained in this agreement are for convenience only and shall not be deemed a part of this Agreement in construing or interpreting the provision hereof.
- H. **Ownership Transfer:** No Transfer of Ownership, on any policy, shall take place until policy has been in effect for two (2) years and one (1) day from issue date, unless otherwise stated, in writing, from Provider.
- I. **Cooperation:** Viator must cooperate in any resale of this policy at any time

Viator's Initials: KAC

JAN002137

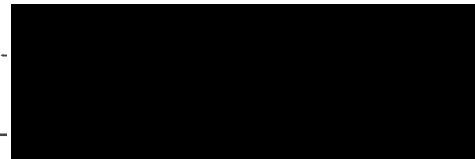
Terms and Conditions continued

IN WITNESS WHEREOF, the undersigned hereto have executed and delivered this agreement as of the day, month, and year first above written.

Witness: *T.A. Daniels III*  
(Signature)  
T.A. DANIELS III  
(Print)



*Kelly J. Corral*  
Viator  
Witness: *Deaton*  
(Signature)  
J. Deaton  
(Print)



Witness: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_  
(City) (State) (Zip)

Purchaser  
Witness: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_  
(City) (State) (Zip)

Two  
separate  
witness

Viator's Initials: KJC

JAN002138

### Disclosure Statement

You, the Viator, are about to enter into a viatical settlement contract which involves an irrevocable transfer and assignment of ownership and beneficial interests in your life insurance policy to us or our nominees for an amount less than face value. Before agreeing to this contract, you, the Viator, should be aware of the following:

The life insurance policy you have may offer an *"accelerated benefit, living benefit option, and/or policy loan program"*. Viatication of your policy is not and should not be considered a last resort. Britannia Holdings Limited suggests you request information from the issuer of your policy and/or financial advisor regarding this matter.

1. The sale of your life insurance policy may effect the means based disability benefits that you may be currently receiving. This includes possible interruption of public assistance including but not limited to *welfare, food stamps, housing benefits* and or any other type of *government funded assistance*. It is recommended that you request information from the State Department of Social Services in your state regarding this matter.
2. The sale of your life insurance policy may hold *taxable consequences* and or be considered a *taxable event*. It is strongly recommended that you obtain the advice of a certified public accountant or financial planner to determine the proper state and federal taxation guidelines.
3. You, the Viator, have the unconditional and absolute right to cancel and rescind your viatical settlement contract at any time prior to the full payment of proceeds. In addition, you, the Viator, may cancel and rescind this contract within *fifteen (15) days* after full payment of proceeds to you provided the full amount of the proceeds is returned to the Provider by you, the Viator.
4. Proceeds will be available to you, the Viator, from the Provider within *three (3) business days* or seventy-two (72) hours of the Providers receipt of assignment from your insurance carrier.
5. The amount receivable at death of the Viator without viatical settlement contract is **\$500,000.00.**
6. The amount receivable under the viatical settlement contract is **\$20,000.00**. The difference between the amount receivable under the viatical settlement contract and the death benefit without the viatical settlement contract is **\$480,000.00.**

The name and the address of the Purchaser to whom your life insurance policy is being assigned is:

Britannia Holdings Limited  
Paine Webber / Bank of New York  
5080 Spectrum  
Suite 1000 West  
Addison, Texas 75001

*Disclosure Statement continued on following page.*

Viator's Initials: KAC

JAN002139

**Disclosure Statement** *continued*

DATE

I acknowledge receipt of this Disclosure Statement, This 31 Day of August, 1971 ✓

Witness: [Signature] (Signature) Viator [Signature] (Signature)  
T. A. DANIELS III (Print) J. Deaton (Print)



I acknowledge receipt of this Disclosure Statement, This 2 witness

Signatures  
↓  
Addresses

Witness: \_\_\_\_\_  
 (Signature)  
 \_\_\_\_\_  
 (Print)  
 \_\_\_\_\_  
 (Address)  
 \_\_\_\_\_  
 (City) (State) (Zip)

\_\_\_\_\_  
 (Signature)  
 \_\_\_\_\_  
 (Print)  
 \_\_\_\_\_  
 (Address)  
 \_\_\_\_\_  
 (City) (State) (Zip)

I acknowledge receipt of this Disclosure Statement, This \_\_\_\_\_ Day of \_\_\_\_\_, 19\_\_\_\_.

Witness: \_\_\_\_\_  
 (Signature)  
 \_\_\_\_\_  
 (Print)  
 \_\_\_\_\_  
 (Address)  
 \_\_\_\_\_  
 (City) (State) (Zip)

Purchaser \_\_\_\_\_  
 Witness: \_\_\_\_\_  
 (Signature)  
 \_\_\_\_\_  
 (Print)  
 \_\_\_\_\_  
 (Address)  
 \_\_\_\_\_  
 (City) (State) (Zip)

Viator's Initials: KDE

JAN002140

## Consent

I, the undersigned, hereby consent to a viatical settlement contract to be entered into by and between myself and Purchaser. I acknowledge that I am in complete understanding of the benefits of the viatical settlement contract with the Provider or its nominee my medical and Provider was entered into freely and

Do not  
Date  
✓

life threatening illness; that I have full and complete understanding of the benefits of the viatical settlement contract with Purchaser

I, the undersigned, consent and acknowledge that I require my consent, signature and/or policy changes of the aforementioned viatical settlement contract. I understand

in the processing of future documents that viatication, reassignment and/or any other knowledge that this will be without further conditions on this participation.

This the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Witness:

T.A. DANIELS III  
(Signature)  
T.A. DANIELS III  
(Print)

Viator

Witness:

J. Deaton  
(Signature)  
J. Deaton  
(Print)

2 witness  
signatures  
+  
address

Viator's Initials:

KJC



JAN002141

**Release and Consent to change Beneficiary,  
Transfer Ownership and / or Assign policy**

Name of the Insurance Co.: **The Midland Life Insurance Company**  
 Policy Number(s): **Z13041**  
 Policy Owner: **Kelly D. Couch**  
 Name of the Insured: **Kelly D. Couch**  
 Present Beneficiary: **Estate of Kelly D. Couch**  
 Purchaser: **Britannia Holdings Limited**

**Britannia Holdings Limited**

FOR VALUE RECEIVED and in consideration of the benefits to the Insured to be derived from the assignment of the Policy to **Purchaser**, the undersigned Policy Owner and Beneficiary hereby consents to the ownership transfer and/or assignment of the Policy to **Purchaser**, and to the change of Beneficiary of the Policy so as to have **Purchaser** as Beneficiary and payee thereof. Policy Owner and Beneficiary further releases any interest which Beneficiary may have to the Policy or the proceeds thereof upon the death of the insured, and hereby waives, release and forever discharges any and all claims of damages, demands, rights, actions and causes of action of whatsoever kind or nature arising out of the assignment of the Policy to **Purchaser** and the change of Beneficiary of the Policy, including all rights to receive any proceeds from the Policy. The undersigned Policy Owner and Beneficiary further agrees, upon the request of **Purchaser**, to execute any additional or further releases which may be necessary or desirable in order to more fully vest all right, title and interest in and to the Policy to **Purchaser** Trust Agreement or its nominees, including, but not limited to, any forms provided for such purpose by the Company.

IN WITNESS WHEREOF, The undersigned beneficiary and policy owner signed and sealed this 31 day of August, 1999.

Signed, sealed and delivered in presence of:

Witness:

[Signature]  
 (Signature)  
T. DANIELS III  
 (Print)

[Signature]  
 Kelly D. Couch (Policy Owner)

[Signature]  
 Estate; Kelly D. Couch (Beneficiary)

Witness:

[Signature]  
 (Signature)  
Jim Deaton  
 (Print)

**NOTARY PUBLIC**

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of AUGUST, 1999 by

John C Faulkner

Notary Public, Fulton County, Georgia  
 My Commission Expires Sept. 24, 2001

My commission expires: \_\_\_\_\_

Personally Known ☒ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

Number of Identification \_\_\_\_\_

[Signature]  
 Notary Public

Viator's Initials: KDC



JAN002142

JAN002143

**Authorization to release insurance policy information**

I hereby authorize insurance company personnel, officers, agents, insurance bureaus and related institutions, to release to **Purchaser** and/or **Britannia Holdings Limited** information concerning my life insurance policy or policies, including but not limited to the policy in full, policy applications, policy medical application and all related information, findings or determinations deemed pertinent to the existence of the policy in fact.

Name of the Insurance Co.: **The Midland Life Insurance Company**  
 Policy Number(s): **Z13041**  
 Name of the Insured: **Kelly D. Couch**  
 Present Beneficiary: **Estate of Kelly D. Couch**  
 Purchaser: **Britannia Holdings Limited**

I agree that this authorization is valid for ten years (120 months) from the date signed, and that a photocopy of it is a valid representation of the original.

IN WITNESS WHEREOF, The aforementioned Viator acknowledges and agrees; signed and sealed this 31 day of August, 1999.

*Signed, sealed and delivered in presence of:*

State of: Georgia

County of: Fulton

Witness: T.A. Daniels III  
 (Signature)

T.A. Daniels III  
 (Print)

Kelly D. Couch  
 Viator

Witness: J. Drator  
 (Signature)

J. Drator  
 (Print)

**NOTARY PUBLIC**

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of August, 1999 by

John C Faulkner

Notary Public, Fulton County, Georgia  
 My Commission Expires Sept. 24, 2001

[Signature]  
 Notary Public

My commission expires: \_\_\_\_\_

Personally Known ☒ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

Number of Identification \_\_\_\_\_

Seal:

Viator's Initials: KDC

JAN002144



JAN002145

Authorization to release medical information

I, **Kelly D. Couch**, hereby authorize any physicians, medical personnel, clinics, hospitals, medical centers, medical bureaus and related institutions, to release to **Sterling Crum** and/or **Britannia Holdings Limited** any information concerning my health or physical condition, including **HIV, Cancer** and or any other illness deemed terminal, related information and/or test results.

I agree that this authorization is valid for ten years (120 months) from the date signed, and that a photocopy of it is a valid representation of the original.

IN WITNESS WHEREOF, The aforementioned Viator acknowledges and agrees; signed and sealed this 31 day of August, 1999.

Signed, sealed and delivered in presence of:

State of: Georgia

County of: Fulton

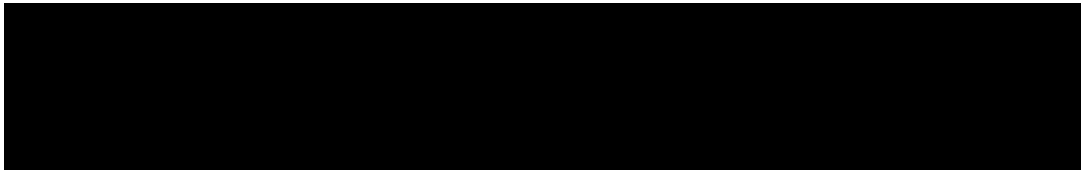
Witness: [Signature]  
(Signature)

I. A. DANIELS III  
(Print)

[Signature]  
Viator

Witness: [Signature]  
(Signature)

J. Deaton  
(Print)

**NOTARY PUBLIC**

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of August, 1999 by

John C. Faulkner

[Signature]  
Notary Public

Notary Public, Fulton County, Georgia  
My commission expires: Sept. 24, 2001

Personally Known ✓ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

Number of Identification \_\_\_\_\_

Seal:

Viator's Initials: KDC

JAN002146

JAN002147

Limited Power of AttorneyThe State of Georgia, County of Fulton.

KNOW TO ALL MEN BY THESE PRESENTS, That I, Kelly D. Couch, of Fulton County, do hereby make, constitute, and appoint **Britannia Holdings Limited**, of 3471 North Federal Highway, Suite 506, Fort Lauderdale, Florida 33306 my true and lawful attorney-in-fact for me and in my name, place and stead, and on my behalf, on the following specific matters:

To execute, deliver, endorse and acknowledge any document or instrument concerning or pertaining to the ownership, sale or transfer of that certain life insurance policy number **Z13041** (the "Policy"), issued by **The Midland Life Insurance Company**, insuring the life of **Kelly D. Couch** and owned by **Kelly D. Couch**, all claims, benefits, privileges and rights thereon or therewith and to do any or all actions which I myself might do in connection with the purchase, sale, transfer and assignment of the policy to **Britannia Holdings Limited**, of 3471 North Federal Highway, Suite 506, Fort Lauderdale, Florida 33306 or it's nominee. Specifically, my attorney-in-fact is hereby empowered to own, take possession of, transfer, surrender, demand, sue for and compromise the policy.

I grant to said attorney-in-fact power and authority to do, take, and perform all and every act and thing whatsoever requisite, proper, or necessary to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said attorney-in-fact, or its substitute or substitutes shall lawfully do or cause to be done by virtue of this Power of Attorney and the rights and powers herein granted. The enumeration of the foregoing specific items, rights, acts, or powers is not intended to, nor does it, limit or restrict and is not to be construed or interpreted as limiting or restricting the general powers herein granted to said attorney-in-fact to take any action concerning the Policy.

I hereby declare that no person, firm, or corporation dealing with my attorney-in-fact will be required to inquire into the expediency, propriety, validity, or necessity of any act done by my attorney-in-fact, nor will they be responsible for the proper payment or application of funds paid by them to or received by them from my attorney-in-fact, and they may rely upon the delivery, transfer, assignment, or other instrument or act of my attorney-in-fact, as having been properly authorized in all particulars.

I hereby declare that this power of attorney will not terminate or be affected by my disability or incompetence.

IN WITNESS WHEREOF, The aforementioned Viator and policy owner acknowledges and agrees; signed and sealed this 31 day of August, 1999.

*Signed, sealed and delivered in presence of:*

State of: Georgia

County of: Fulton

Witness: [Signature]  
(Signature)

T.A. DANIELS III  
(Print)

[Signature]  
Viator

Witness: [Signature]  
(Signature)

J. Deaton  
(Print)

*Limited Power of Attorney continued on following page.*

Viator's Initials: KDC

JAN002148

**Limited Power of Attorney continued:**

**NOTARY PUBLIC**

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of August, 1999 by

John C Faulkner

  
Notary Public

Notary Public, Fulton County, Georgia  
My commission expires My Commission Expires Sept. 24, 2001

Personally Known ☒ **OR** Produced Identification ☐

Type of Identification Produced \_\_\_\_\_

Number of Identification \_\_\_\_\_

Seal:

Viator's Initials: KJC



JAN002149



JAN002150

Transfer of Funds

I, Kelly D. Couch, hereby instruct Britannia Holdings Limited to pay the proceeds of my viatical settlement in the following manner:      A.) By Bank Check, or   X   B.) By Electronic Wire.

If by check:

Name of Person Check Made Payable To

[REDACTED]

Social Security #

Address Check Should Be Sent To

If By Electronic  
Wire Transfer:

Sun Trust  
Bank Name

ATLANTA GA 30324  
Bank Location (City, State, Zip)

404-870-2420  
Bank Phone Number

[REDACTED]  
American Banking Association Number (ABA) (Nine Digits)

[REDACTED]  
Account Number

Kelly D. Couch.  
Name on Account

IN WITNESS WHEREOF, The undersigned Viator has hereunto affixed his hand and seal, this 31 day of August, 19 99.

Signed, sealed and delivered in presence of:

State of: Georgia

County of: Fulton

Kelly D. Couch  
Viator

**NOTARY PUBLIC**

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of August, 19 99 by

John C. Faulkner

[Signature]  
Notary Public

My commission expires: Notary Public, Fulton County, Georgia  
My Commission Expires Sept. 24, 2001

Personally Known    OR Produced Identification   

Type of Identification Produced   

Number of Identification   

Viator's Initials: KDC

JAN002151

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JAN002152

Tracking Information/Consent

**WHEREAS, I, Kelly D. Couch,** the undersigned viator have consented to viaticate my life insurance policy and its proceeds to one or more Assignees who have gained complete benefits from said policy for valuable consideration to me, and


**WHEREAS,** It is necessary for Britannia Holdings Limited to monitor my medical status for the said named Assignee(s), and,

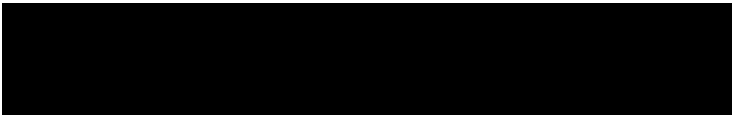
**WHEREAS,** The new policy owner, beneficiary, assignee, and/or Assignee must be made aware of the medical status, and/or death of the viator in order to be paid the death benefits or affect the resale of the policy, and,

**WHEREAS,** Britannia Holdings Limited, must be made aware of the change in medical status and/or death of the viator in order to expediently fulfill its fiduciary responsibility to the Assignee(s),

**THEREFORE,** The Viator hereby agrees to inform Britannia Holdings Limited, in a timely manner, of any changes in permanent address or contact information, telephone numbers, any address changes for one month or longer, and any changes in attending physician and/or health care providers. The Viator further confirms and agrees that Britannia Holdings Limited will periodically contact the Viator and/or the Viator's named representatives, attending physician and/or health care provider, and/or anyone deemed as necessary throughout this agreement.

1. The Viator hereby lists two names of people who can be contacted if Viator fails, due to periodic contact by Britannia Holdings Limited, in his/her duty to keep Britannia Holdings Limited informed of his/her current medical status and/or address, location, and whereabouts. The herein named individuals will receive notification as Proxy Contacts for the Viator by the Proxy Contact forms which follow.

Proxy 1: Name: ~~Kelly D Couch~~ James Deaton  
 Address:   
 City, State, Z   
 Telephone Number: (404) 627-5820

Proxy 2: Name: DAVID DICKENS  
 Address:   
 City, State, :   
 Telephone Number: (404) 874-1764

Viator's Initials: KDC

Viator's Initials: RLC

JAN002154

Tracking Information / Viator Statement

I, Kelly D. Couch, hereby agree that this information is to the best of my knowledge, complete and accurate to this 31 day of August, 19 99.

State of: Georgia

County of: Fulton

Kelly D. Couch  
Viator

IN WITNESS WHEREOF, The undersigned Viator has hereunto affixed his hand and seal, this 31 day of August, 19 99.

*Signed, sealed and delivered in presence of:*

Witness: T.A. DANIELS, III  
(Signature)  
T.A. DANIELS, III  
(Print)

Witness: J. Deaton  
(Signature)  
J. Deaton  
(Print)

## NOTARY PUBLIC

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of August, 1999 by John C. Faulkner

My commission expires: Notary Public, Fulton County, Georgia  
My Commission Expires Sept. 24, 2001

[Signature]  
Notary Public

Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced \_\_\_\_\_

Number of Identification \_\_\_\_\_

Seal

Viator's Initials: KDC

JAN002155

## MEDICAL RELEASE

## Cash For Life, Inc. Application Page 4

You will need a Notary Public to complete this page and the next. Please do NOT sign without a Notary Public present. This protects your rights to confidentiality. Very often your bank will supply this as a free service. You can also find Notary Publics listed on your local phone book.

I allow and authorize any doctor, practitioner of medicine, hospice, hospital, or any other medically related facility, insurance company, the Medical Information Bureau, or any other organization having any charts, x-rays, records, or similar data or knowledge of my health or me to release that information to Cash For Life, Inc. or any representative(s) thereof.

I acknowledge that this authorization is effective for two (2) years from the date stated below, that a facsimile of it is as effective as this original and that I may obtain a copy of this Medical Release Authorization form by written request within a reasonable time from the date of signing this authorization.

I acknowledge that I have been afforded the opportunity to review this Medical Records Release Authorization Form and to receive independent counsel and advice. I also acknowledge that I completely understand the contents, nature, and meaning and effect of this document. I hereby state that I also received the disclosure of data notice.

I authorize any doctor, practitioner of medicine, hospice, or any other medically related facility, to release copies of my medical records to include substance abuse, psychiatric, alcohol, and/or medical information relating to the treatment of Acquired Immune Deficiency Syndrome, Cancer, ALS, Liver Disease, Heart Disease, and any other medically determined condition that will shorten my life expectancy and/or any related conditions to the following: Cash For Life, Inc.

[Signature]  
Witness signature

Kelly D Couch  
Applicant's Signature

[Signature]  
Witness signature

Kelly D Couch  
Printed or typed name

State of Georgia County of Fulton  
SUBSCRIBED, SWORN TO, AND ACKNOWLEDGED before me, a Notary Public  
in the state of GEORGIA, this 21<sup>ST</sup> day of NOVEMBER,  
19 99.

Notary Certificate Number:

[Signature]  
Notary Public

My Commission Expires:

9/24/2001

JOHN C. [Signature]  
Printed or typed name

Please turn to the next page.